

STARK & STARK

A Professional Corporation

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Attorneys for Defendants, Bail Integrity Solutions, Inc. and Thomas Brian Shirah

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

MICROBILT CORPORATION,

Plaintiff,

v.

BAIL INTEGRITY SOLUTIONS, INC. and
THOMAS BRIAN SHIRAH in his individual
capacity; ABC COMPANIES (1-10), JOHN
and JANE DOES (1-10),

Defendants.

CIVIL ACTION NO.
3:19-CV-00637 (MAS)(LHG)

**DECLARATION OF CRAIG S. HILLIARD
IN SUPPORT OF MOTION TO BE RELIEVED AS COUNSEL**

I, Craig S. Hilliard, do hereby declare as follows:

1. I am a shareholder of the law firm Stark & Stark, P.C. (“Stark”), counsel to defendants in this action. I make this Declaration in support of Stark’s motion to be relieved as counsel under Local Civil Rule 102.1.

2. I was retained by Defendants, Bail Integrity Solutions, Inc. and Thomas Brian Shirah (“Bail Integrity”) on March 15, 2019 to defend this lawsuit under a written engagement

agreement. The terms of that engagement agreement required Bail Integrity to compensate my services on an hourly basis and to reimburse for expenses incurred.

3. On December 9, 2019, I filed an Answer to the Complaint on behalf of both clients.

4. For a number of months at the outset of my service to Bail Integrity, I found them to be responsive, communicative, and cooperative with my efforts to represent their interests in this matter with communication through email and telephone.

5. During this same period, Bail Integrity was relatively prompt and current with regard to payment of invoices for services rendered.

6. On Dec. 14, 2020, I filed a Motion for Partial Summary Judgment, seeking to dismiss certain of the remaining claims against Bail Integrity.

7. Several months before I filed that motion, Bail Integrity stopped paying Stark's invoices. I communicated with Bail Integrity concerning the issue of payment, and I received assurances at that time that the clients would commence some payments against the outstanding receivable. Because of these assurances, I did not seek to be relieved as counsel at the time, and instead moved forward to complete fact discovery and file the partial summary judgment motion.

8. In late February and early March 2021, Bail Integrity finally agreed to begin making payments against the outstanding balance on its client account starting March 15, 2021. However, no payment has been received.

9. On March 31, 2021, I sent Bail Integrity an email to inquire about the status of the payment to which Bail Integrity responded that payment was sent to Stark. However, no payment was ever received.

10. On April 5, 2021, Bail Integrity sent an email stating the previous check would be stopped and a new check would be sent. I still have not received that payment.

11. Since April 5, 2021, I have not had *any* communication from Bail Integrity, despite multiple attempts to communicate with our clients. I have sent e-mails and text messages to the clients, and placed phone calls, not only concerning the unpaid bills, but also concerning substantive matters such as the Court's decision in August 2021 on the motion for partial summary judgment. None of those messages has been returned. My assistant has also sent many e-mails seeking payment on outstanding invoices for deposition transcripts, and every one of those e-mails over the last 9 months has been ignored.

12. The absence of any communication with my clients has now, in my judgment, made it impossible for me to continue to represent their interests in this matter.

13. I have advised Bail Integrity of my inability to continue to represent their interests under these circumstances, and, prior to filing this motion, sent multiple emails and text messages to Bail Integrity of my intention to seek to be relieved as counsel. There has been no response from Bail Integrity.

14. No trial date has been set in this matter.

I declare under penalty of perjury, under the laws of the United States of America, that the foregoing statements are true and correct.

s/ *Craig S. Hilliard*
CRAIG S. HILLIARD, ESQ.

Dated: September 9, 2021